

AG Contract No. KR94 2903TRN
ECS File: JPA 94-222
Project No.: BR-984(66)P
TRACS No.: SB358 20D
Section: Bridge Scour Evaluation
and Analysis

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GREENLEE COUNTY, ARIZONA

THIS AGREEMENT is entered into 20 JANUARY, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and GREENLEE COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County"). 95

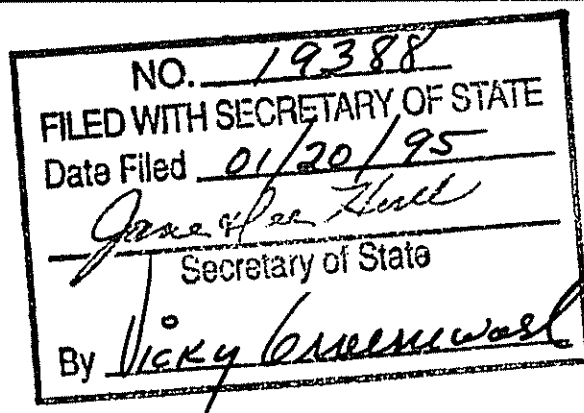
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$ 19,000.00
Federal Aid Funds @ 80%	\$ 15,200.00
County Funds @ 20%	\$ 3,800.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007


Greenlee County
County Administrator
Box 908
Clifton, AZ 85533

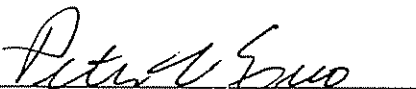
9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

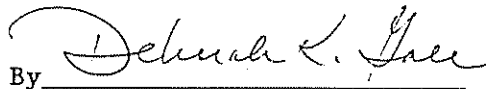
GREENLEE COUNTY, ARIZONA
~~Greenlee~~

STATE OF ARIZONA
Department of Transportation

By 
HECTOR RUEDAS
Chairman
Board of Supervisors

By 
PETER L. ENO
Contract Administrator

ATTEST:


By 
DEBORAH K. GALE
Clerk of the Board

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RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Greenlee County for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

For: 
LARRY S. BONINE
Director

OFFICE OF THE BOARD OF SUPERVISORS, GREENLEE COUNTY
CLIFTON, ARIZONA

DECEMBER 20, 1994

The Greenlee County Board of Supervisors met on this date in special session at the Board Meeting Room, Courthouse Annex, Clifton, Arizona with the following members present: Hector Ruedas, Chairman; Donald R. Stacey, Member. Also present was Deborah K. Gale, Clerk of the Board.

Chairman Ruedas called the meeting to order at 4:10 p.m. and led those present in the Pledge of Allegiance. Supervisor Hank Miller, County Administrator Rob Stokes, and Derek Rapiere, Resource Management Coordinator, are attending a meeting in Show Low with Speaker of the House Mark Killian and Senate President John Greene to discuss concerns and issues facing rural Arizona.

Mary Ann Mendoza, President Duncan Little League, presented a financial report to the Board reflecting how the donation to the Little League was spent. The report listed all of the donations received and the expenses for the purchase of equipment. Ms. Mendoza questioned the status of the field located at the airport and the sprinkler system planned for the Duncan Little League field. The Board advised her that there has been no plan to remove the field at the airport and that due to flooding problems, the sprinkler system was put on hold but is in the budget. Some problems with water availability will have to be addressed also. The Board thanked Ms. Mendoza for presenting the financial report and expressed their appreciation for her volunteer work with the Little League.

Mike Schneider, County Extension Agent, met with the Board to request county participation in the Teen Assessment Poll (TOPAZ). The confidential survey would be conducted at all three high schools, grades 7 - 12, to identify areas of concern from students point of view. It would take approximately one class period to administer, cost approximately \$1,500 per survey and report, and all parents would be notified of the survey and be given the option to exclude their child from the survey. He stated that one school district has already expressed their interest and Phelps Dodge has committed their support. The results would be beneficial to the schools, county, law enforcement, and other agencies in dealing with the current problems and needs. Upon motion by Supervisor Stacey, seconded by Chairman Ruedas, the Board expressed their support for the project and authorized an amount not to exceed \$1,000 for funding.

Lynn Ruger, Economic Development Coordinator, met with the Board to request approval of the 1995 Action Team Beautification Project grant application with the Forest Service. Ms. Ruger briefed the Board on the project and stated that the county cost would be approximately \$2,300 (\$1,500 for technical assistance and \$800 for a cash award). Upon motion by Supervisor Stacey, seconded by Chairman Ruedas, the Board authorized the submission of the grant and approved the request for county funding as presented.

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issues with the Board members, Sheriff Allen Williams, Deputy Ken Stephens, and Kay Gale, Clerk of the Board, present.

Upon motion by Supervisor Stacey, seconded by Chairman Ruedas, the Board reconvened in open session at 5:37 p.m. with all members present.

Upon motion by Supervisor Stacey, seconded by Chairman Ruedas, the Chairman was authorized to sign the payroll change notice for Ken Stephens setting his salary at level 14E on the pay scale.

Upon motion by Supervisor Stacey, seconded by Chairman Ruedas, the request for funding for back flow valves for the courthouse facilities was tabled until the next meeting.

Upon motion by Supervisor Stacey, seconded by Chairman Ruedas, the consent agenda was approved as follows:

- ** Approved demands in excess of \$500
- ** Approved minutes to previous meetings
- ** Approved payroll change notices - E. Roybal, B. Heming, K. Gale, F. Valdez, R. Paz
- ** Approved Intergovernmental Agreement with ADOT for Bridge Scour Evaluation Study
- ** Approved Courthouse Selective Demolition Project contract

The Board received a request from the Greenlee Ambulance Service to purchase a defibrillator at a cost of \$9,737.20 utilizing funds donated by Phelps Dodge Morenci. Upon motion by Supervisor Stacey, seconded by Chairman Ruedas, the Board authorized the purchase and expressed their appreciation to Phelps Dodge for the support of the ambulance service.

There being no further business to come before the Board of Supervisors, upon motion by Supervisor Stacey, seconded by Chairman Ruedas, the meeting was adjourned at 5:55 p.m.

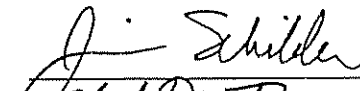
APPROVED: /s/ Hector Ruedas, Chairman

ATTEST: /s/ Deborah K. Gale
Clerk of the Board

APPROVAL OF THE GREENLEE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and GREENLEE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 21st day of December, 1994.



Chief Deputy
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2903-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of January, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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